

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
VERIZON WIRELESS
MASTER PRICE AGREEMENT
11-00115

1. Scope: All eligible purchasers within this government or education entity (State of California, including its authorized employees and representatives) are authorized to purchase products and services under the terms and conditions of this price agreement.
2. Changes: Changes to the terms and conditions of the signed Master Price Agreement are as follows:
 - a. Paragraphs 1 through 20 of the California General Provisions (CAGP) for Western States Contracting Alliance, Verizon Wireless, become a part of this Participating Addendum.
 - b. Paragraph 5 is deleted; Paragraph 4 of the CAGP is substituted therefore.
 - c. Paragraph 6 is modified as follows: Sub-paragraphs B, C, D are hereby deleted; Paragraph 6, Subparagraphs a, b, and c, of the CAGP are substituted therefore.
 - d. Paragraph 7 is modified as follows: The agreement is effective March 1, 2003 through June 30, 2004 and may be mutually renewed for two (2) additional one-year terms ...
 - e. Paragraph 8.D is modified as follows: The words "except non-appropriation" are hereby added following the word "reason" in the first line. And the words "shall be responsible for payment of any early termination fee" are hereby deleted from the fourth line.
 - f. Paragraph 9 is deleted; Paragraph 5 of the CAGP is substituted therefore.
 - g. Paragraph 20 is deleted; Paragraph 8 of CAGP is substituted therefore.
 - h. Paragraph 23 is hereby modified to delete the word "grossly" from the fourth line.
 - i. Paragraph 29 is deleted; Paragraphs 11 and 18 of CAGP is substituted therefore.
 - j. Paragraph 30 is modified as follows: The fourth paragraph is hereby deleted.
 - k. Paragraph 31 is deleted; Paragraph 1 and Paragraph 10 of CAGP are substituted therefore.
 - l. Paragraph 34 is hereby modified to add the following sentence at the end of the paragraph: "The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties."
 - m. Paragraph 36 is modified as follows: The words "so long as they are warranted as new" are hereby added to the end of the paragraph.
 - n. Paragraph 39 is deleted; Paragraph 3 of CAGP is substituted therefore.
 - o. Paragraph 41 is hereby deleted in its entirety.
 - p. Paragraph 46 is modified as follows: The following paragraph is added after fourth paragraph:

Contractor agrees to provide a report according to the schedule set forth above showing total Gross Revenue arising under this Addendum. For the purposes of this Addendum, Gross Revenue shall be defined as new equipment purchases, service revenue (monthly access, long distance, enhanced features, and airtime usage) but not roaming charges, taxes (state, local or other), or early termination fees or associated fees included but not limited to federal and state Universal Service Fund charges and any other taxes for fees for which the State may claim an exemption. The Contractor shall submit a check payable to the State at the address below for an amount equal to one percent (.01) of the Gross Revenue for services arising under the Agreement and subsequent to the execution of this Addendum for the current period by subscribers who are properly identified and coded as authorized State of California government purchases under this Addendum for the applicable period.

Remittance fee address:
State of California
Attn: Jennifer Herrera
707 Third Street, 2nd Floor
West Sacramento, CA 95605

q. Paragraph 51 is hereby deleted in its entirety.

3. Lease Agreements: **A lease agreement has not been approved.**

4. Primary Contact: The primary contact individual for this participating addendum is as follows:

Jennifer Herrera
Contract Negotiations Section
707 Third Street, 2nd Floor, West Sacramento, CA 95605
(916) 375-4429
(916) 375-4505 (fax)
jennifer.herrera@dgs.ca.gov

5. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement number: 11-00115

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

6. Discounts:

State agrees that the Verizon Wireless' WSCA Government, State-liable and Employee- liable Subscriber Line Attainment Tiers that determine the eligible monthly access fee discount under the Agreement shall be reduced correspondingly by one percent (.01) and that the State-liable access fee discount shall not exceed nineteen percent (19%), that the Employee Subscriber access discount shall not exceed seventeen (17%), and that the promotional plan monthly access fee discount shall not exceed five percent (5%).

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of California

Contractor: Cellco Partnership d/b/a
Verizon Wireless

By: _____

By: _____

RUSS GUARNA

Name: Burnetta L. Tate

ACQUISITIONS BRANCH MANAGER

Title: Area Vice President – Marketing & Sales Ops.

Date: _____

Date: _____

VERIZON WIRELESS SIGNATURE PAGE
(EXECUTING VERIZON WIRELESS ENTITIES ARE DENOTED BY CHECKED BOXES BELOW)

- ☐ **Boise City MSA Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☒ **Cellco Partnership d/b/a Verizon Wireless**
- ☐ **Cellular Inc. Network Corporation d/b/a Verizon Wireless**
- ☐ **Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **Colorado 7 – Saguache Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **CommNet Cellular License Holding LLC d/b/a Verizon Wireless**
By: Cellular Inc. Financial Corporation, Its Sole Member
- ☐ **Dallas MTA, LP d/b/a Verizon Wireless**
By: Verizon Wireless Texas, LLC, Its General Partner
- ☒ **Fresno MSA Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **Gila River Cellular General Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless**
By: Cellular Inc. Network Corporation, Its General Partner
- ☐ **Grays Harbor-Mason Cellular Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☒ **GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☒ **GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **GTE Mobilnet of the Southwest LLC d/b/a Verizon Wireless**
By: Cellco Partnership, Its Sole Member
- ☐ **Idaho RSA No. 1 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **Idaho RSA No. 2 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **Idaho RSA No. 3 Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **Idaho 6–Clark Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☒ **Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner
- ☒ **Modoc RSA Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner
- ☐ **New Mexico RSA 3 Limited Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
By: Cellco Partnership, Its Sole Member
- ☐ **New Mexico RSA No.5 Limited Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
By: Cellco Partnership, Its Sole Member
- ☐ **New Mexico RSA 6-1 Partnership d/b/a Verizon Wireless**
By: GTE Mobilnet of the Southwest LLC, Its General Partner
By: Cellco Partnership, Its Sole Member
- ☐ **Northern New Mexico Limited Partnership d/b/a Verizon Wireless**
By: Cellular Inc. Network Corporation, Its General Partner
- ☐ **Olympia Cellular Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☒ **Oxnard/Ventura/Simi Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner
- ☐ **Platte River Cellular of Colorado Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **Pueblo Cellular, Inc. d/b/a Verizon Wireless**
- ☒ **Redding RSA Limited Partnership d/b/a Verizon Wireless**
By: Sacramento Valley Limited Partnership, Its General Partner
By: AirTouch Cellular, Its General Partner
- ☒ **Sacramento Valley Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Cellular, Its General Partner
- ☐ **Sangre De Cristo Cellular Inc. d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **San Isabel Cellular of Colorado Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **Sangre De Cristo Cellular Inc. d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **San Isabel Cellular of Colorado Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **Seattle SMSA Limited Partnership d/b/a Verizon Wireless**
By: Cellco Partnership, Its General Partner
- ☐ **Smokey Hill Cellular of Colorado Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☐ **Southwestco Wireless LP d/b/a Verizon Wireless**
By: Southwestco Wireless Inc., Its Managing Partner
- ☐ **Spokane MSA Limited Partnership d/b/a Verizon Wireless**
By: Verizon Wireless (VAW) LLC, Its General Partner
- ☐ **The Great Salt Flats Partnership d/b/a Verizon Wireless**
By: AirTouch Utah LLC, Its General Partner
By: Cellco Partnership, Its Sole Member
- ☐ **Utah RSA 6 Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent
- ☒ **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**
- ☐ **Wasatch Utah RSA No. 2 Limited Partnership d/b/a Verizon Wireless**
By: AirTouch Utah, LLC, Its General Partner
By: Cellco Partnership, Its Sole Member
- ☐ **Wyoming 1 – Park Limited Partnership d/b/a Verizon Wireless**
By: CommNet Cellular Inc., Its Managing Agent

By: _____

Name: Burnetta L. Tate

Title: Area VP Sales Operations & Marketing - West Area

Date: _____